IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

WASHINGTON COUNTY FAMILY ENTERTAINMENT, LLC,

Plaintiff,

v.

WILLIAM LEONARD ROBERTS II p/k/a RICK ROSS; ALL AXXESS ENTERTAINMENT, LLC; ANTHONY MILLER; GOODLIFE ENTERTAINMENT, LLC; and JOHN WARDLOW, JR.,

Defendants.

JURY TRIAL DEMANDED

COMPLAINT

Plaintiff Washington County Family Entertainment, LLC, by its undersigned counsel, files this Complaint against Defendants William Leonard Roberts II p/k/a Rick Ross, All Axxess Entertainment, LLC, Anthony Miller, Goodlife Entertainment, LLC, and John Wardlow, Jr.

PARTIES

1. Plaintiff Washington County Family Entertainment, LLC ("WCFE") is a Pennsylvania limited liability company with its principal place of business located at 1390 Hollow Tree Drive, Pittsburgh, Pennsylvania 15241.

2. Defendant William Leonard Roberts II is an adult individual and performance artist known as "Rick Ross" ("Ross") residing at 10398 Laurel Drive, Davie, Florida 33328.

3. Defendant All Axxess Entertainment, LLC ("All Axxess") is a revoked Nevada limited liability company with its registered place of business located at 6440 Sky Pointe Drive, Las Vegas, Nevada 89131.

4. Defendant Anthony Miller ("Miller") is an adult individual and, upon information and belief, a principal and/or member of All Axxess with his principal place of business located at 6440 Sky Pointe Drive, Las Vegas, Nevada 89131.

5. Defendant Goodlife Entertainment, LLC ("Goodlife") is a Nevada corporation with its principal place of business located at 10860 Dornoch Castle Street, Las Vegas, Nevada 89141.

6. Defendant John Wardlow, Jr. ("Wardlow") is an adult individual, and the owner and Chief Executive Officer of Goodlife, residing at 10860 Dornoch Castle Street, Las Vegas, Nevada 89141.

JURISDICTION AND VENUE

7. This Court has diversity jurisdiction over the claims in this action arising under state law pursuant to 28 U.S.C. § 1332 because of the diversity of citizenship between the parties, and because the amount in controversy exceeds $75,000.00, exclusive of interest and costs.

8. The Court has personal jurisdiction over Defendants pursuant to the principles of due process and the Pennsylvania long-arm statute, 42 Pa. C.S.A. § 5301, *et seq*., because of their transaction of business within Pennsylvania both specifically in relation to the facts giving rise to this action and during the general course of their business affairs.

9. A substantial part of the events giving rise to WCFE's claims occurred within the judicial district of the United States District Court for the Western District of Pennsylvania. Accordingly, venue is appropriate in this district pursuant to 28 U.S.C. § 1391(b)(2).

10. Venue also is appropriate in this district pursuant to the contractual forum selection clause contained in the agreement between WCFE and Ross.

FACTUAL BACKGROUND

11. WCFE is the master tenant of a sporting event and entertainment facility known as Wild Things Park (the "Park") located at 1 Washington Federal Way, Washington, Pennsylvania 15301.

12. Among other live events, WCFE hosts nationally-recognized performers at the Park, including music artists.

13. On May 8, 2017, WCFE and Ross entered into a Talent Engagement Agreement (the "TEA") under which Ross was engaged to perform a live outdoor concert at the Park on June 10, 2017. (A true and correct copy of the TEA is attached as Exhibit 1 and made a part hereof.)

14. Goodlife and Wardlow executed the TEA on behalf of and as the authorized agent for Ross, and warranted that they had the authority to bind Ross to the TEA and the ability to deliver the performance services of Ross.

15. The TEA provides that time is of the essence and "RICK ROSS CANNOT CANCEL ONCE THE CONTRACT IS EXECUTED AND TICKETS ARE ON SALE." (TEA, Art. 1; TEA, Std. Terms & Conditions, Art. 12(a)).

16. If he failed to appear for the June 10, 2017 concert, the TEA requires Ross to refund to WCFE one hundred percent (100%) of the performance cost. (TEA, Std. Terms & Conditions, Art. 5(b)).

17. The TEA further requires Ross to reimburse to WCFE all damages, costs, expenses and fees incurred by WCFE arising from his failure to appear for the June 10, 2017 concert. (TEA, Std. Terms & Conditions, Art. 4 & 5(b)).

18. Under the TEA, an initial $87,500.00 deposit was due within two (2) business days after execution of the TEA, and the balance of $62,500.00 was due twenty-four (24) hours prior to Ross's arrival at the Park on June 10, 2017. (TEA, Art. 2; TEA, Std. Terms & Conditions, Art. 2.)

19. Pursuant to the TEA, Ross was obligated to place the scheduled June 10, 2017 concert on the official tour date page of his website immediately upon receipt of the initial deposit, and to provide one (1) social media posting announcing the concert by May 10, 2017. (TEA, Art. 1.)

20. On May 8, 2017, WCFE wired the initial deposit in the amount of $87,500.00 in accordance with the terms and conditions of the TEA.

21. After tendering the initial deposit, tickets for the June 10, 2017 concert were made available and sold to the public.

22. In furtherance of his obligations under the TEA, the scheduled June 10, 2017 concert was placed on the upcoming "Tour Dates" page of Ross's website at www.godforgivesidont/com/#events.

23. After May 8, 2017, WCFE moved forward to market, promote, stage, produce and otherwise prepare for Ross's performance at the Park with substantial expenditures of time and money, including, without limitation, incurring expenses for: (a) Ticketmaster fees; (b) radio and press promotions; (c) social media promotions; (d) stage, sound and other equipment rentals; and (e) security.

24. WCFE also engaged and paid numerous additional artists to perform as supporting acts for the June 10, 2017 concert.

25. On the morning of June 8, 2017, at the insistence of Goodlife and Wardlow, WCFE wired the balance of Ross' performance cost in the amount of $62,500.00, notwithstanding the terms and conditions of the TEA.

26. Upon information and belief, the $150,000.00 in deposit payments tendered by WCFE for the Ross concert was received by and/or distributed among all Defendants, either in whole or in part.

27. At or around 7:00 P.M. on June 8, 2017, after the second wire payment was tendered, Wardlow contacted WCFE and advised it that Ross would not be performing at the Park on June 10, 2017.

28. On June 9, 2017, WCFE received a copy of correspondence sent from All Axxess to Wardlow wherein it advised Wardlow that Ross was refusing to perform at the scheduled June 10, 2017 concert at the Park based upon alleged "family and health" reasons. (A true and correct copy of the 6/8/17 correspondence is attached as Exhibit 2 and made a part hereof.)

29. Based upon the improper cancellation, WCFE demanded from Defendants a refund of one hundred percent (100%) of the deposit amount ($150,000.00) and a reimbursement to WCFE of all damages, costs, expenses and fees incurred by WCFE arising from Ross's failure to appear and complete the performance.

30. WCFE received via wire transfer a partial refund in the amount of $62,500.00.

31. However, without any justification, Defendants have failed and refused to refund to WCFE the $87,500.00 initial deposit, or to reimburse WCFE for its substantial damages, costs, expenses and fees incurred as a result of Ross's failure to appear and perform.

COUNT I
BREACH OF CONTRACT (VS. ROSS)

32. The averments of paragraphs 1 through 31 are incorporated by reference as if fully set forth herein.

33. WCFE and Ross entered into the enforceable TEA.

34. WCFE fully performed its duties and obligations in accordance with the TEA, and all conditions precedent to Ross's performance thereunder have occurred.

35. As averred herein, Ross materially breached the TEA by, among other things, failing and refusing to appear for the concert scheduled for June 10, 2017, failing and refusing to refund to WCFE the $87,500.00 initial deposit, and failing and refusing to reimburse WCFE for its damages, costs, expenses and fees incurred as a result of Ross's refusal to appear and failure to perform his obligations and duties under the TEA.

36. As a direct and proximate cause of Ross's material breaches of the TEA, WCFE has and will continue to sustain damages in excess of $75,000.00.

WHEREFORE, WCFE demands judgment in its favor and against Ross for compensatory, special, consequential and incidental damages in an amount in excess of $75,000.00, attorneys' fees, interest and costs, and all such additional relief that the Court deems necessary and proper.

COUNT II
UNJUST ENRICHMENT (IN THE ALTERNATIVE) (VS. ROSS)

37. The averments of paragraphs 1 through 31 are incorporated by reference as if fully set forth herein.

38. WCFE conferred a benefit on Ross in the form of the unrefunded initial deposit in the amount of $87,500.00.

39. Ross has wrongly accepted, appreciated and retained the $87,500.00.

40. Ross would be unjustly enriched through his retention of the $87,500.00 tendered by WCFE.

41. Under the circumstances, it is inequitable for Ross to retain the $87,500.00 tendered by WCFE, either in whole or in part.

WHEREFORE, WCFE demands judgment in its favor and against Ross for compensatory damages, restitution, reliance damages, interest and costs, and all such additional relief that the Court deems necessary and proper.

COUNT III
CONVERSION (VS. ALL DEFENDANTS)

42. The averments of paragraphs 1 through 41 are incorporated by reference as if fully set forth herein.

43. Defendants have wrongfully exerted a distinct and intentional act of dominion over the property of WCFE.

44. Defendants have unlawfully exercised dominion and control over the $87,500.00 which denies, and is inconsistent with, WCFE's rightful use and enjoyment of the property.

45. Defendants have unlawfully exercised dominion and control over the $87,500.00, either in whole or in part, which is in derogation, exclusion and defiance of WCFE's rights and title in the property.

46. Defendants have unlawfully converted for their own use the $87,500.00 tendered by WCFE.

47. As a direct and proximate result of Defendants' tortious conduct as averred herein, WCFE has sustained and will continue to sustain damages arising from their unlawful retention of the $87,500.00.

WHEREFORE, WCFE demands judgment in its favor and against all Defendants jointly and severally for compensatory, special, consequential and incidental damages, punitive damages, interest and costs, and all such additional relief that the Court deems necessary and proper.

JURY DEMAND

WCFE hereby demands a trial by jury of all issues so triable.

Dated: July 5, 2017

FARNETH TOMOSOVICH, LLC

By: */s/ Ryan James*
Ryan James (Pa. I.D. #82799)
Shane D. Valenzi (Pa. I.D. #322025)

Attorneys for Plaintiff Washington County Family Entertainment, LLC